

**Exhibit 8**

1 MARC J. FAGEL (State Bar No. 154425)  
2 JUDITH L. ANDERSON (State Bar No. 124281)  
3 MICHAEL S. DICKE (State Bar No. 158187)  
4 ELENA RO (State Bar No. 197308)

5 Attorneys for Plaintiff  
6 SECURITIES AND EXCHANGE COMMISSION  
7 44 Montgomery Street, Suite 2600  
8 San Francisco, California 94104  
9 Telephone: (415) 705-2500  
10 Facsimile: (415) 705-2501

11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
13 SAN JOSE DIVISION

14 SECURITIES AND EXCHANGE COMMISSION,  
15 Plaintiff,  
16 v.  
17 KLA-TENCOR CORPORATION,  
18 Defendant.

Case No. \_\_\_\_\_

CONSENT OF DEFENDANT KLA-TENCOR  
CORPORATION TO ENTRY OF FINAL  
JUDGMENT

19 1. Defendant KLA-Tencor Corporation ("Defendant") waives service of a summons and  
20 the complaint in this action, enters a general appearance, and admits the Court's jurisdiction over  
21 Defendant and over the subject matter of this action.

22 2. Without admitting or denying the allegations of the complaint (except as to personal  
23 and subject matter jurisdiction, which Defendant admits), Defendant hereby consents to the entry of  
24 the final Judgment in the form attached hereto (the "Final Judgment") and incorporated by reference  
25 herein, which, among other things:

- 26 (a) permanently restrains and enjoins Defendant from violation of Sections 13(a),  
27 13(b)(2)(A) and 13(b)(2)(B) of the Securities Exchange Act of 1934  
28 ("Exchange Act") [15 U.S.C. §§ 78m(a), 78m(b)(2)(A), 78m(b)(2)(B)] and

ORIGINAL

07 JUL 25 AM 9:18

RECEIVED W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

*HRL*

HRL

C 07 3799

Rules 12b-20, 13a-1, 13a-11 and 13a-13 [17 C.F.R. §§ 240.12b-20, 240.13a-1, 240.13a-11 and 240.13a-13] thereunder.

3. Defendant waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

4. Defendant waives the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

5. Defendant enters into this Consent voluntarily and represents that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce Defendant to enter into this Consent.

6. Defendant agrees that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

7. Defendant will not oppose the enforcement of the Final Judgment on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waives any objection based thereon.

8. Defendant waives service of the Final Judgment and agrees that entry of the Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant of its terms and conditions. Defendant further agrees to provide counsel for the Commission, within thirty

days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or declaration stating that Defendant has received and read a copy of the Final Judgment.

9. Consistent with 17 C.F.R. § 202.5(f), this Consent resolves only the claims asserted against Defendant in this civil proceeding. Defendant acknowledges that no promise or representation has been made by the Commission or any member, officer, employee, agent, or representative of the Commission with regard to any criminal liability that may have arisen or may arise from the facts underlying this action or immunity from any such criminal liability. Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein. Defendant further acknowledges that the Court's entry of a permanent injunction may have collateral consequences under federal or state law and the rules and regulations of self-regulatory organizations, licensing boards, and other regulatory

1 organizations. Such collateral consequences include, but are not limited to, a statutory  
 2 disqualification with respect to membership or participation in, or association with a member of, a  
 3 self-regulatory organization. This statutory disqualification has consequences that are separate from  
 4 any sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding  
 5 before the Commission based on the entry of the injunction in this action, Defendant understands that  
 6 it shall not be permitted to contest the factual allegations of the complaint in this action.

7 10. Defendant understands and agrees to comply with the Commission's policy "not to  
 8 permit a defendant or respondent to consent to a judgment or order that imposes a sanction while  
 9 denying the allegation in the complaint or order for proceedings." 17 C.F.R. § 202.5. In compliance  
 10 with this policy, Defendant agrees: (i) not to take any action or to make or permit to be made any  
 11 public statement denying, directly or indirectly, any allegation in the complaint or creating the  
 12 impression that the complaint is without factual basis; and (ii) that upon the filing of this Consent,  
 13 Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation  
 14 in the complaint. If Defendant breaches this agreement, the Commission may petition the Court to  
 15 vacate the Final Judgment and restore this action to its active docket. Nothing in this paragraph  
 16 affects Defendant's: (i) testimonial obligations; or (ii) right to take legal or factual positions in  
 17 litigation or other legal proceedings in which the Commission is not a party.

18 11. Defendant hereby waives any rights under the Equal Access to Justice Act, the Small  
 19 Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from  
 20 the United States, or any agency, or any official of the United States acting in his or her official  
 21 capacity, directly or indirectly, reimbursement of attorney's fees or other fees, expenses, or costs  
 22 expended by Defendant to defend against this action. For these purposes, Defendant agrees that  
 23 Defendant is not the prevailing party in this action since the parties have reached a good faith  
 24 settlement.

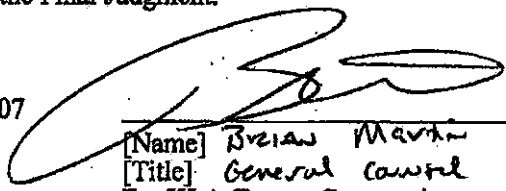
25 12. Defendant agrees that the Commission may present the Final Judgment to the Court  
 26 for signature and entry without further notice.

27 13. In connection with this action and any related judicial or administrative proceeding or  
 28 investigation commenced by the Commission or to which the Commission is a party, Defendant

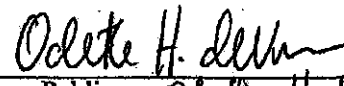
(i) agrees to take all possible steps to make available its employees and agents to appear and be interviewed by Commission staff at such times and places as the staff requests upon reasonable notice; (ii) will accept service by mail or facsimile transmission of notices or subpoenas issued by the Commission for documents or testimony at depositions, hearings, or trials, or in connection with any related investigation by Commission staff; (iii) appoints Defendant's undersigned attorney as agent to receive service of such notices and subpoenas; (iv) with respect to such notices and subpoenas, waives the territorial limits on service contained in Rule 45 of the Federal Rules of Civil Procedure and any applicable local rules, provided that the party requesting the testimony reimburses Defendant's travel, lodging, and subsistence expenses at the then-prevailing U.S. Government per diem rates; and (v) consents to personal jurisdiction over Defendant in any United States District Court for purposes of enforcing any such subpoena.

14. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.


Dated: 7/23/07, 2007

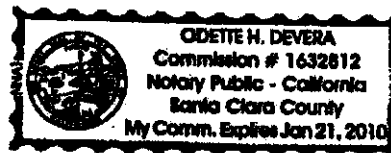
  
 [Name] Brian Martin  
 [Title] General Counsel  
 For KLA-Tencor Corporation

On July 23, 2007, Brian Martin, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.

  
 Notary Public Odette H. Devera  
 Commission expires: Jan 21, 2010

Approved as to form:

  
 John H. Hernain, Esq.  
 William H. Kimball, Esq.  
 Morgan, Lewis & Bockius LLP  
 One Market, Spear Street Tower



1 San Francisco, California 94105

2 Telephone: (415) 442-1000

3 Facsimile: (415) 442-1001

4 Attorneys for Defendant

5 KLA-TENCOR CORPORATION

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1 MARC J. FAGEL (State Bar No. 154425)  
JUDITH L. ANDERSON (State Bar No. 124281)  
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7  
8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10 SAN JOSE DIVISION  
11

12 SECURITIES AND EXCHANGE COMMISSION,  
13 Plaintiff,  
14 v.  
15 KLA-TENCOR CORPORATION,  
16 Defendant.  
17

Case No. \_\_\_\_\_

[PROPOSED] FINAL JUDGMENT

18  
19 The Securities and Exchange Commission having filed a Complaint and Defendant KLA-  
20 Tencor Corporation having entered a general appearance; consented to the Court's jurisdiction over  
21 Defendant and the subject matter of this action; consented to entry of this Final Judgment without  
22 admitting or denying the allegations of the Complaint (except as to jurisdiction); waived findings of  
23 fact and conclusions of law; and waived any right to appeal from this Final Judgment:  
24

25 I.

26 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Defendant and its agents,  
27 servants, employees, attorneys, and all persons in active concert or participation with any of them  
28 who receive actual notice of this Final Judgment, by personal service or otherwise, are permanently

1 restrained and enjoined from violating Section 13(a) of the Exchange Act [15 U.S.C. § 18m(a)] and  
 2 Rules 12b-20, 13a-1, 13a-11, and 13a-13 [17 C.F.R. §§ 240.12b-20, 240.13a-1, 240.13a-11, and  
 3 240.13a-13], thereunder, by failing to file annual, quarterly and current reports in conformity with the  
 4 Commission's integrated reporting and disclosure regulations, Regulations S-K and S-X, or by failing  
 5 to include such further material information as may be necessary to make the required statements, in  
 6 light of the circumstances under which they were made, not misleading.

## 7 8 II.

9 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant and its agents,  
 10 servants, employees, attorneys, and all persons in active concert or participation with any of them  
 11 who receive actual notice of this Final Judgment, by personal service or otherwise, are permanently  
 12 restrained and enjoined from any violation of Sections 13(b)(2)(A) and 13(b)(2)(B) of the Exchange  
 13 Act [15 U.S.C. §§ 78m(b)(2)(A) and 78m(b)(2)(B)] by failing, with respect to any issuer which has a  
 14 class of securities registered pursuant to Section 12 of the Exchange Act or which is required to file  
 15 reports pursuant to Section 15(d) of the Exchange Act, (A) to make and keep books, records, and  
 16 accounts, which, in reasonable detail, accurately reflect the transactions and dispositions of the assets  
 17 of the issuer; and (B) to devise and maintain a system of internal accounting controls sufficient to

18 provide reasonable assurances that:

19 (a) transactions are executed in accordance with management's general or specific  
 20 authorization;

21 (b) transactions are recorded as necessary (1) to permit preparation of financial  
 22 statements in conformity with generally accepted accounting principles or any other criteria  
 23 applicable to such statements, and (2) to maintain accountability for assets;

24 (c) access to assets is permitted only in accordance with management's general or  
 25 specific authorization; and

26 (d) the recorded accountability for assets is compared with the existing assets at  
 27 reasonable intervals and appropriate action is taken with respect to any differences.  
 28



III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

IV.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

V.

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

Dated: \_\_\_\_\_, 2007

UNITED STATES DISTRICT JUDGE

Approved as to form:



John H. Hemann, Esq.  
William H. Kimball, Esq.  
Morgan, Lewis & Bockius LLP  
One Market, Spear Street Tower  
San Francisco, California 94105  
Telephone: (415) 442-1000  
Facsimile: (415) 442-1001

Attorneys for Defendant  
KLA-TENCOR CORPORATION

**Exhibit 9**

1 SHIRLI F. WEISS, Bar No. 79225  
2 shirli.weiss@dlapiper.com  
3 DAVID A. PRIEBE, Bar No. 148679  
4 david.priebe@dlapiper.com  
5 JEFFREY B. COOPERSMITH  
6 (Admitted *pro hac vice*)  
7 jeff.coopersmith@dlapiper.com  
8 DLA PIPER US LLP  
9 400 Capitol Mall, Suite 2400  
10 Sacramento, CA 95814-4428  
11 Tel: 916.930.3200  
12 Fax: 916.930.3201

13 Attorneys for Defendant  
14 Kenneth L. Schroeder

15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA  
17 SAN JOSE DIVISION

18 SECURITIES AND EXCHANGE  
19 COMMISSION,

20 Plaintiff,

21 v.

22 KENNETH L. SCHROEDER,  
23 Defendant.

Case No. C-07-3798-JW

**NOTICE OF SUBPOENA FOR RECORDS  
TO KLA-TENCOR CORPORATION**


**TO ALL PARTIES AND TO THEIR ATTORNEY OF RECORD:**

PLEASE TAKE NOTICE that pursuant to Rule 45 of the Federal Rules of Civil Procedure, Defendant Kenneth L. Schroeder ("Defendant"), by his attorneys, demands that deponent respond to the requests for production of documents and things identified in Attachment A to the attached subpoena by producing the requested documents on or before Tuesday, November 8, 2007, at 9:00 a.m. at the offices of DLA Piper US LLP, located at 153 Townsend Street, Suite 800, San Francisco, California 94107-1957; Telephone: (415) 836-2500.

Dated: October 19, 2007

DLA PIPER US LLP

By

  
SHIRL F. WEISS  
DAVID A. PRIEBE  
JEFFREY B. COOPERSMITH  
Attorneys for Defendant  
Kenneth L. Schroeder

SDA1763023.1

AO88 (Rev. 12/06) Subpoena in a Civil Case

Issued by the  
**UNITED STATES DISTRICT COURT**  
 NORTHERN DISTRICT OF CALIFORNIA

SECURITIES AND EXCHANGE COMMISSION  
 V.

SUBPOENA IN A CIVIL CASE

KENNETH L. SCHROEDER

Case Number:<sup>1</sup> C-07-3798-JW

TO: CUSTODIAN OF RECORDS FOR KLA-TENCOR CORPORATION c/o Morgan Lewis & Bockius, LLP,  
 Attention: John Hemann, One Market, Spear Street Tower, San Francisco, CA 94105;  
 (415) 442-1355

☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):  
 SEE ATTACHMENT A

PLACE

DLA Piper US LLP, 153 Townsend Street, Suite 800, San Francisco, CA 94107-1957

DATE AND TIME

November 8, 2007; 9:00 a.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

DATE

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Shirli F. Weiss, DLA Piper US LLP, 2000 University Avenue, East Palo, CA 94303-2214; (650) 833-2000

(See Rule 43, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

<sup>1</sup> If action is pending in district other than district of issuance, state district under case number.

**ATTACHMENT A TO SUBPOENA TO KLA-TENCOR CORPORATION**

**SEC v. Schroeder**

**DEFINITIONS**

1. "YOU" or "YOUR" or "THE COMPANY" shall mean and refer to KLA-Tencor Corporation and its predecessor corporations (including KLA Instruments and Tencor Instruments), all committees of its Board of Directors including its SPECIAL COMMITTEE (defined below) and its SPECIAL LITIGATION COMMITTEE (defined below), their agents, trustees, custodians, affiliates, law firms, accountants, representatives, consultants, or other persons acting under its direction or control.

2. "SCHROEDER" shall mean and refer to Defendant Kenneth L. Schroeder.

3. "COMMUNICATION(S)" shall mean the exchange of information by any means, including without limitation telephone, telecopy, facsimile, electronic mail, text message, or other electronic medium, letter, memorandum, notes or other writing method, meeting, discussion, conversation or other form of verbal expression.

4. "CONCERN" or "CONCERNING" shall mean relating to, referring to, describing, discussing, memorializing, reflecting, containing, evidencing or constituting.

5. "DOCUMENT(S)" shall mean and include all "writings" as "writings" is defined in the Federal Rules of Evidence, Rule 1001(1), as well as all writings of any nature whatsoever within YOUR possession, custody or control, including but not limited to, contracts, agreements, COMMUNICATIONS, correspondence, telegrams, electronic mail, memoranda, records, power point presentations, reports, books, summaries, records of telephone conversations, summaries or records of personal conversations or interviews, diaries, calendars, forecasts, statistical statements, billing records, work papers, drafts, copies, graphs, accounts, analytical records, minutes and other records of meetings, conferences, consultant reports, appraisals, reports or summaries of negotiations, brochures, pamphlets, circulars, trade letters, press releases, notes, personal notes, handwritten notes, marginal notations, bills, invoices, checks, photographs, brochures, lists, journals, advertising, computer tapes, disks, or other computer storage media,

1 electronic or magnetic storage media, and all other matter, printed, recorded or photographic  
2 matter or sound reproductions, including video and audio tapes, however produced or reproduced.

3 6. "DOJ" shall mean and refer to the United States Department of Justice, including  
4 its agents, custodians, attorneys, expert consultants, paralegals, representatives, or other persons  
5 acting under the United States Department of Justice's direction or control.

6 7. "LECG" shall mean and refer to LECG, LLC, including its agents, custodians,  
7 expert consultants, representatives, or other persons acting under LECG's direction or control.

8 8. "NASDAQ" shall mean and refer to the NASDAQ stock exchange and NASD,  
9 Inc., including their predecessor entities, successor entities (including the Financial Industry  
10 Regulatory Authority (FINRA)), agents, custodians, attorneys, expert consultants, representatives,  
11 or other persons acting under the NASDAQ's direction or control.

12 9. "PWC" shall mean and refer to PricewaterhouseCoopers International Limited,  
13 including its member firms, predecessor firms, and their agents, custodians, attorneys, expert  
14 consultants, representatives, or other persons acting under their direction or control.

15 10. "RESTATEMENT" shall mean and refer to the Restatement announced in THE  
16 COMPANY's Form 10-K filed with the Securities & Exchange Commission on January 29,  
17 2007.

18 11. "SEC" shall mean and refer to the United States Securities and Exchange  
19 Commission, including its agents, custodians, attorneys, paralegals, expert consultants,  
20 representatives, or other persons acting under the United States Securities and Exchange  
21 Commission's direction or control.

22 12. "SLC INVESTIGATION" shall mean and refer to the investigation conducted by  
23 the SPECIAL LITIGATION COMMITTEE, its legal counsel and other advisors concerning  
24 possible claims relating to KLA-TENCOR's historical stock option practices.

25 13. "SPECIAL COMMITTEE" shall mean and refer to the Special Committee of  
26 KLA-TENCOR's Board of Directors appointed on or about May 23, 2006 to investigate THE  
27 COMPANY's historical stock option granting practices.

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## 11

14 (a) The name, present or last known address, telephone number, present or last  
15 known business affiliation and location, job title and job responsibilities of the DOCUMENT's  
16 author, drafter or originator, each PERSON who edited, corrected, revised, amended or reviewed  
17 the DOCUMENT, each PERSON who entered any initials, comments or notations into the  
18 DOCUMENT, and each recipient of the DOCUMENT or a copy thereof;

(c) A description of the DOCUMENT's subject matter or general nature (i.e., opinion of counsel, report, letter);

(e) The present location of the DOCUMENT and every copy thereof, and the name of the PERSON in each location having custody or control of the DOCUMENT or a copy.

3. This Demand for production is a continuing demand for all DOCUMENTS which are described herein which may hereafter come into YOUR possession, custody, or control.



1           4. In the event that any DOCUMENTS referred to in YOUR response are not in  
2 YOUR possession, custody, or control, please specify what disposition was made of them and by  
3 whom the DOCUMENTS are now possessed, held in custody, or controlled.

4           5. Wherever it is necessary to bring within the scope of these Demands  
5 DOCUMENTS that might otherwise be construed to be outside its scope:

6           (a) The words "and" and "or" shall be construed both disjunctively and  
7 conjunctively;

8           (b) The words "any" and "all" shall be construed to mean "any and all;"

9           (c) The singular shall include the plural, and vice versa; and

10          (d) The words "include(s)" and "including" shall be construed to mean  
11 "including without limitation."

12          6. These Demands require that YOU make available for inspection and copying each  
13 responsive DOCUMENT or tangible thing that is within YOUR actual or constructive possession,  
14 custody, care or control, including DOCUMENTS that YOU have a right to secure from any  
15 other source. These sources include, but are not limited to, YOUR agents, attorneys, accountants,  
16 consultants, advisors or other PERSONS acting or purporting to act on YOUR behalf.

17          7. Each category of DOCUMENTS in these Demands seeks production of each  
18 responsive DOCUMENT in its entirety, without abbreviation or expurgation, including all  
19 attachments or other matters affixed thereto.

20          8. If a portion of an otherwise responsive DOCUMENT contains information subject  
21 to a claim of privilege, only those portions of the DOCUMENT subject to the claim of privilege  
22 shall be deleted or redacted from the DOCUMENT, and the rest of the DOCUMENT shall be  
23 produced.

24          9. Any DOCUMENT responsive to any category of these Demands that was, but no  
25 longer is, in YOUR possession, custody or control, whether actual or constructive, shall be  
26 described as completely as possible, and the following information shall be provided:

27           (a) The manner of disposal, including destruction, loss, discarding, or any  
28 other means of disposal;

- (b) The date of disposal;
- (c) The reason for disposal;
- (d) The PERSON authorizing disposal;
- (e) The PERSON disposing of the DOCUMENT; and
- (f) The name and address of the most recent custodian of the DOCUMENT.

10. TIME PERIOD OF DEMANDS: Unless otherwise specified, the time period covered by these Demands is January 1, 1991 through the present.

**DEMAND FOR PRODUCTION OF DOCUMENTS AND THINGS**

**PRODUCTION DEMAND NO. 1**

All DOCUMENTS CONCERNING the SPECIAL COMMITTEE INVESTIGATION or the RESTATEMENT which YOU transmitted to, read to (in whole or in part), summarized to, presented to or received from, the SEC.

**PRODUCTION DEMAND NO. 2**

All DOCUMENTS CONCERNING the SPECIAL COMMITTEE INVESTIGATION or the RESTATEMENT which YOU transmitted to, read to (in whole or in part), summarized to, presented to or received from, the DOJ.

**PRODUCTION DEMAND NO. 3**

All DOCUMENTS CONCERNING the SPECIAL COMMITTEE INVESTIGATION or the RESTATEMENT which YOU transmitted to, read to (in whole or in part), summarized to, presented to or received from, the NASDAQ.

**PRODUCTION DEMAND NO. 4**

All DOCUMENTS CONCERNING the SPECIAL COMMITTEE INVESTIGATION and/or RESTATEMENT which YOU transmitted to, read to (in whole or in part), summarized to, presented to or received from, PWC.

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1 **PRODUCTION DEMAND NO. 5**

2 All DOCUMENTS CONCERNING the SPECIAL COMMITTEE INVESTIGATION  
3 and/or RESTATEMENT which YOU transmitted to, read to (in whole or in part), summarized to,  
4 presented to or received from LECG.

5 **PRODUCTION DEMAND NO. 6**

6 All DOCUMENTS which you reviewed as part of the SPECIAL COMMITTEE  
7 INVESTIGATION and/or RESTATEMENT.

8 **PRODUCTION DEMAND NO. 7**

9 All DOCUMENTS which YOU created or prepared in connection with SPECIAL  
10 COMMITTEE INVESTIGATION, including all DOCUMENTS concerning interviews of  
11 witnesses, and summaries of option grants, including all drafts.

12 **PRODUCTION DEMAND NO. 8**

13 All DOCUMENTS which YOU created or prepared in connection with SLC  
14 INVESTIGATION, including all DOCUMENTS concerning interviews of witnesses, including  
15 all drafts.

16 **PRODUCTION DEMAND NO. 9**

17 All DOCUMENTS memorializing any interactions which you attended with  
18 representatives of the SEC, DOJ and/or NASDAQ CONCERNING the SPECIAL COMMITTEE  
19 INVESTIGATION and/or RESTATEMENT.

20 **PRODUCTION DEMAND NO. 10**

21 All DOCUMENTS CONCERNING the SPECIAL COMMITTEE INVESTIGATION  
22 and/or RESTATEMENT which YOU transmitted to, read to (in whole or in part), summarized to,  
23 presented to or received from, members of the press or other news media.

24 **PRODUCTION DEMAND NO. 11**

25 All DOCUMENTS CONCERNING the COMPANY'S SEC filings that refer to or discuss  
26 the SPECIAL COMMITTEE INVESTIGATION and/or RESTATEMENT, including drafts  
27 which YOU prepared or edited.  
28

**PRODUCTION DEMAND NO. 12**

All DOCUMENTS CONCERNING the SLC INVESTIGATION which YOU transmitted to, read to (in whole or in part), summarized to, presented to or received from, the SEC.

**PRODUCTION DEMAND NO. 13**

All DOCUMENTS CONCERNING the SLC INVESTIGATION which YOU transmitted to, read to (in whole or in part), summarized to, presented to or received from, the DOJ.

**PRODUCTION DEMAND NO. 14**

All DOCUMENTS CONCERNING the SLC INVESTIGATION which YOU transmitted to, read to (in whole or in part), summarized to, presented to or received from, the NASDAQ, in any interaction with it in YOUR capacity as counsel for KLA-TENCOR or as counsel for any individual director or employee of KLA-TENCOR.

**PRODUCTION DEMAND NO. 15**

All DOCUMENTS CONCERNING the SLC INVESTIGATION which YOU transmitted to, read to (in whole or in part), summarized to, presented to or received from, PWC.

**PRODUCTION DEMAND NO. 16**

All calendars, notebooks or diaries memorializing dates for telephone calls and/or meetings of Kenneth Levy, Jon Tompkins, Gary Dickerson, Joy Nyberg, Lisa Berry, Stuart Nichols, John Kispert, Maureen Lamb, Barbara Stebbins and Mark Nordstrom CONCERNING compensation of employees, accounting for employee compensation, stock option grants and/or corporate governance issues.

**PRODUCTION DEMAND NO. 17**

All DOCUMENTS CONCERNING the dates, times, participants and length of meetings and/or telephone calls which YOU had with the SEC, DOJ and/or NASDAQ CONCERNING the SPECIAL COMMITTEE INVESTIGATION and/or SLC INVESTIGATION, including attorney billing records and calendar entries.

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**PRODUCTION DEMAND NO. 18**

All DOCUMENTS CONCERNING meetings and/or telephone calls which YOU had with representatives of the press or other news media CONCERNING SCHROEDER, LEVY, the SPECIAL COMMITTEE INVESTIGATION and/or the SLC INVESTIGATION, including attorney billing records and calendar entries.

**PRODUCTION DEMAND NO. 19**

All DOCUMENTS CONCERNING the SLC INVESTIGATION which YOU transmitted to, read to (in whole or in part), summarized to, presented to or received from the press.

**PRODUCTION DEMAND NO. 20**

All lists of search words, terms, or phrases that you used to search through DOCUMENTS in connection with the SPECIAL COMMITTEE INVESTIGATION OR SPECIAL LITIGATION COMMITTEE INVESTIGATION.

**PRODUCTION DEMAND NO. 21**

All DOCUMENTS CONCERNING the RESTATEMENT.

**PRODUCTION DEMAND NO. 22**

All DOCUMENTS CONCERNING KLA-TENCOR's SPECIAL COMMITTEE INVESTIGATION which the law firms of Skadden Arps Slate Meagher & Flom LLP on behalf of the SPECIAL COMMITTEE or Morgan Lewis, on behalf of the COMPANY transmitted to, read to (in whole or in part), summarized to, presented to or received from any government agency or the NASDAQ.

**PRODUCTION DEMAND NO. 23**

All DOCUMENTS CONCERNING KLA-TENCOR's stock option grants to directors and any other non-employee of the COMPANY.

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**PRODUCTION DEMAND NO. 24**

All DOCUMENTS CONCERNING KLA-TENCOR's accounting for stock option grants, both before and after the SPECIAL COMMITTEE INVESTIGATION, including all DOCUMENTS transmitted to and received from PWC or LECG in connection with the RESTATEMENT.

**PRODUCTION DEMAND NO. 25**

All DOCUMENTS CONCERNING action or remedial measures that YOU took as a result of the SPECIAL COMMITTEE INVESTIGATION, including documents CONCERNING resignations of directors from YOUR board of directors, terminations of officers and/or employees, cancellations of options, re-pricing of options and payment of bonuses on account of re-priced options.

**PRODUCTION DEMAND NO. 26**

All DOCUMENTS CONCERNING interviews of KLA-TENCOR current and former directors, officers, attorneys, employees, auditors, and consultants in whatever form (including memoranda, reports, handwritten notes, e-mails, dictation and summaries) that were conducted as part of the SPECIAL LITIGATION COMMITTEE INVESTIGATION.

**PRODUCTION DEMAND NO. 27**

All DOCUMENTS evidencing the Board and/or the Compensation Committee's intention that officer grants be dated the same day as employee grants.

**PRODUCTION DEMAND NO. 28**

All DOCUMENTS concerning the Board of Directors' granting of options to Section 16b officers including all DOCUMENTS evidencing any follow-up to assure that the Secretary, General Counsel or Human Resources had properly documented its grants.

**PRODUCTION DEMAND NO. 29**

All DOCUMENTS CONCERNING the number and dates of options granted by the Company to each of its directors and officers.

**PRODUCTION DEMAND NO. 30**

All DOCUMENTS concerning the Compensation Committee's granting of options to Section 16b officers including all DOCUMENTS evidencing any follow-up to assure that the Secretary, General Counsel or Human Resources had properly documented its grants.

**PRODUCTION DEMAND NO. 31**

All DOCUMENTS CONCERNING Part I, Item 3 (Legal Proceedings) and Part II, Item 7 (Management Discussion & Analysis) of THE COMPANY's Form 10-K filed on January 29, 2007, including all drafts of these items.

**PRODUCTION DEMAND NO. 32**

All DOCUMENTS CONCERNING the conclusions of the SPECIAL COMMITTEE set forth on pages 24 and 34 of THE COMPANY's Form 10-K filed January 29, 2007, including all drafts these items.

**PRODUCTION DEMAND NO. 33**

All DOCUMENTS CONCERNING measurement dates for option grants applied before and as a result of the RESTATEMENT.

**PRODUCTION DEMAND NO. 34**

All DOCUMENTS CONCERNING interviews of KLA-TENCOR current and former directors, officers, employees, auditors, and consultants in whatever form (including memoranda, typed reports, handwritten notes, and summaries) that were conducted in connection with the SLC INVESTIGATION.

**PRODUCTION DEMAND NO. 35**

All DOCUMENTS transmitted to or received from PWC CONCERNING the SLC INVESTIGATION, including all COMMUNICATIONS, binders and document compilations.

**PRODUCTION DEMAND NO. 36**

All DOCUMENTS provided to or received from LECG CONCERNING the SLC INVESTIGATION, including all COMMUNICATIONS, binders and document compilations.

1 **PRODUCTION DEMAND NO. 37**

2 All DOCUMENTS provided to or received from Skadden Arps Slate Meagher & Flom  
3 LLP CONCERNING the SPECIAL INVESTIGATION.

4 **PRODUCTION DEMAND NO. 38**

5 All DOCUMENTS provided to or received from Morgan, Lewis & Bockius LLP  
6 CONCERNING the SPECIAL INVESTIGATION.

7 **PRODUCTION DEMAND NO. 39**

8 All minutes of the meetings of THE COMPANY's Board of Directors.

9 **PRODUCTION DEMAND NO. 40**

10 All minutes of the meetings of THE COMPANY's Audit Committee.

11 **PRODUCTION DEMAND NO. 41**

12 All minutes of the meetings of THE COMPANY's Compensation Committee.

13 **PRODUCTION DEMAND NO. 42**

14 All DOCUMENTS CONCERNING KLA-TENCOR's unanimous written consents  
15 granting stock options.

16 **PRODUCTION DEMAND NO. 43**

17 All DOCUMENTS CONCERNING THE COMPANY'S decision to pay its CEO,  
18 Wallace, and any other officers or employees, a bonus to make up for re-pricing any of their mis-  
19 dated options.

20 **PRODUCTION DEMAND NO. 44**

21 All DOCUMENTS CONCERNING COMMUNICATIONS between Lisa Berry and  
22 anyone CONCERNING stock options, accounting for stock options, stock option procedures,  
23 selection of stock option grant dates and all DOCUMENTS found on her computer relating to the  
24 same subjects.

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**PRODUCTION DEMAND NO. 45**

ALL DOCUMENTS CONCERNING the SLC INVESTIGATION that were shared, in whole or in part, by oral reference or otherwise with any government agency or stock exchange, including the SEC, the DOJ, or NASDAQ.

**PRODUCTION DEMAND NO. 46**

ALL DOCUMENTS CONCERNING any KLA-TENCOR stock option committee.

**PRODUCTION DEMAND NO. 47**

ALL DOCUMENTS created by, sent by or to, or received by or from any current or former employee of THE COMPANY's Human Resources Department, Finance Department, Legal Department, or stock option committee CONCERNING THE COMPANY's stock option grants, which grants were dated on or as of the following dates:

1. November 14, 1991
2. September 14, 1992
3. July 26, 1994
4. April 18, 1995
5. January 15, 1996
6. September 17, 1996
7. October 8, 1996
8. April 30, 1997
9. July 21, 1997
10. July 31, 1997
11. October 30, 1997
12. November 24, 1997
13. January 20, 1998
14. March 18, 1998
15. April 27, 1998
16. June 3, 1998
17. June 22, 1998
18. August 5, 1998
19. August 31, 1998
20. September 10, 1997
21. October 19, 1998

- 1 22. October 23, 1998
- 2 23. November 3, 1998
- 3 24. November 30, 1998
- 4 25. December 16, 1998
- 5 26. January 22, 1999
- 6 27. February 26, 1999
- 7 28. March 24, 1999
- 8 29. April 19, 1999
- 9 30. May 26, 1999
- 10 31. June 15, 1999
- 11 32. July 26, 1999
- 12 33. August 20, 1999
- 13 34. November 30, 1999
- 14 35. December 16, 1999
- 15 36. January 28, 2000
- 16 37. February 18, 2000
- 17 38. April 14, 2000
- 18 39. May 25, 2000
- 19 40. July 5, 2000
- 20 41. August 13, 2000
- 21 42. October 17, 2000
- 22 43. November 10, 2000
- 23 44. December 22, 2000
- 24 45. February 9, 2001
- 25 46. April 4, 2001
- 26 47. May 30, 2001
- 27 48. July 10, 2001
- 28 49. October 2, 2001
50. November 20, 2001
51. January 18, 2002
52. February 28, 2002
53. January 24, 2005

**PRODUCTION DEMAND NO. 48**

All DOCUMENTS CONCERNING COMMUNICATIONS sent by or received by Stuart J. Nichols CONCERNING stock options, the authority to grant or price stock options, Board

1 ratification of stock option grants, including but not limited to, all drafts of the memorandum sent  
2 by Nichols dated March 19, 2001, and all COMMUNICATIONS with Wilson Sonsini Goodrich  
3 & Rosati CONCERNING stock options.

4 **PRODUCTION DEMAND NO. 49**

5 All DOCUMENTS CONCERNING COMMUNICATIONS sent by or received by John  
6 Kispert or Mark Nordstrom CONCERNING stock options, accounting for stock options, other  
7 employee compensation, the making of forgivable loans to officers or employees, SCHROEDER,  
8 Kenneth Levy, Jon Tompkins, Rick Wallace, Gary Dickerson, Lisa Berry, Stuart Nichols, the  
9 Compensation Committee or the Audit Committee.

10 **PRODUCTION DEMAND NO. 50**

11 All DOCUMENTS CONCERNING internal controls existing prior to the SPECIAL  
12 COMMITTEE INVESTIGATION to assure that the granting of stock options were properly  
13 accounted for, and all DOCUMENTS relating to the training of Human Resource, stock  
14 administration departments and members of the stock option committee were trained in proper  
15 procedures for granting and accounting for option grants.

16 **PRODUCTION DEMAND NO. 51**

17 Any and all stock charts or graphs reflecting historical prices of THE COMPANY's stock  
18 prepared for or by, sent to or by, or received by or from any employee or officer of THE  
19 COMPANY's Human Resources Department or any member of any of THE COMPANY's stock  
20 option committees.

21 **PRODUCTION DEMAND NO. 52**

22 All documents CONCERNING the November 14, 1998 COMMUNICATION from Lisa  
23 Berry to Larry Sonsini of Wilson Sonsini Goodrich & Rosati.

24 **PRODUCTION DEMAND NO. 53**

25 All documents CONCERNING any meeting held on April 4, 2001 at THE COMPANY,  
26 including the "Stock Option Pricing" meeting scheduled by the assistant for Maureen Lamb.  
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**1 PRODUCTION DEMAND NO. 54**

2 All calendars, diaries, or notes CONCERNING any witness or potential witness contacted  
 3 during the SPECIAL COMMITTEE INVESTIGATION, including DOCUMENTS  
 4 CONCERNING Kenneth Levy, Gary Dickerson, Jon Tompkins, John Kispert, Lisa Berry, Stuart  
 5 Nichols, Maureen Lamb, Joy Nyberg and Mark Nordstrom and all of the COMPANY's vice  
 6 presidents of Human Resources .

**7 PRODUCTION DEMAND NO. 55**

8 All DOCUMENTS CONCERNING stock options discussed and/or granted or issued by  
 9 THE COMPANY to prepare for a potential change-in-control of THE COMPANY.

**10 PRODUCTION DEMAND NO. 56**

11 All DOCUMENTS CONCERNING any request by counsel for Gregory Reyes in *United*  
 12 *States v. Reyes*, Case No. CR 06-4435 CRB (Northern District of California), to YOU for  
 13 permission to use in that case YOUR information or DOCUMENTS that CONCERNED YOUR  
 14 stock option practices, including but not limited to all COMMUNICATIONS CONCERNING  
 15 such request(s) for permission to use DOCUMENTS or information CONCERNING Stephen  
 16 Beyer.

**17 PRODUCTION DEMAND NO. 57**

18 All COMMUNICATIONS CONCERNING stock options or accounting for stock options  
 19 sent or received by Ken Levy, Ken Schroeder, Gary Dickerson, Jon Tompkins, John Kispert, Lisa  
 20 Berry, Mark Nordstrom, Stuart Nichols, Maureen Lamb, and any officer or employee of KLA-  
 21 TENCOR's human resources, finance, stock administration, and legal departments.

**22 PRODUCTION DEMAND NO. 58**

23 All DOCUMENTS CONCERNING KENNETH SCHROEDER including all  
 24 DOCUMENTS concerning his employment, responsibilities at THE COMPANY, option grants  
 25 and any action taken with respect to him based on the SPECIAL COMMITTEE  
 26 INVESTIGATION OR SPECIAL LITIGATION COMMITTEE INVESTIGATION.  
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**PRODUCTION DEMAND NO. 59**

All DOCUMENTS CONCERNING internal controls that THE COMPANY put into place on the basis of the results of the SPECIAL INVESTIGATION to assure proper granting and accounting for its stock options and education of its personnel and directors regarding stock option grants.

**PRODUCTION DEMAND NO. 60**

All DOCUMENTS CONCERNING any decisions made by the COMPANY CONCERNING any remedial action taken or considered by THE COMPANY based on the SPECIAL COMMITTEE INVESTIGATION, including employment decisions, requests for director resignations and stock option re-pricing decisions and bonus decisions.

Dated: October 19, 2007.

DLA PIPER US LLP

By 

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